IN THE
SUPREME COURT OF THE UNITED STATES

October Term, 1977

No 77-825

STANLEY V. TUCKER,

Petitioner

-v-

HARTFORD NATIONAL BANK & TRUST CO

PETITION FOR A WRIT OF CERTIORARI TO THE SUPREME COURT OF CONNECTICUT

STANLEY V. TUCKER
Box 35
Hartford. Connecticut
203 232-6682

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IN THE
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No _____

STANLEY V. TUCKER,
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-v-

HARTFORD NATIONAL BANK & TRUST CO
Respondent

PETITION FOR A WRIT OF CERTIORARI TO THE CONNECTICUT SUPREME COURT

Petitioner prays that a Writ of Certiorari issue to review the judgment of the Connecticut Suprme Court entered October 4th, 1977

CITATIONS TO OPINIONS BELOW

The opinion of the Connecticut Supreme Ct is printed in the Appendix, Infra A-1, and is reported in the Connecticut Law Journal, October 25, 1977 Page 4, 174 Conn 760.

The Petioners Application For Stay pending filing a Petition for Certiorari and the order of the Connecticut Supreme Court denying said stay was entered on November 2, 1977 and reported in the Connecticut Law Journal of Nov 22, 1977, 174 Conn 773. Appendix A-2,A-3.

Petitioners Motion to Declare Sections 427 and 430 of the Practice Book and GS 52-50 Unconstitutional and Void is printed in the Appendix,infra, A-4 and A-5. This decision is unreported.

JURISDICTION

The judgment of the Connecticut Supreme Ct was entered October 4th, 1977 and the jurisdiction of this Court is invoked under Title 28 USC 1257 (3)

QUESTIONS PRESENTED

1. Where Petitioner claims that he had been

deprived under color of state law of property without procedural due process or equal protection of the laws is a substantial federal question raised?

2. Where real property is seized in Connecticut without a "probable cause" hearing under P.B. 427-431 and GS 52-504 are the rules as pronounced by This Court in Fuentes v Shevlin, 407 US 67 being violated?

3. Where the creditor in Connecticut under color of P.B. 427-431 and GS 52-504 seizes property by posting of minimal bond and the debtor is not given the right to recover the property by posting the same bond is equal protection denied under the rule in Mitchell v W. T. Grant Co, 416 US 600?

4. Where the creditor in Connecticut is permitted to seize property without any verfied statement of facts under color of PB 427-431 and GS 52-504 is the debtor denied rights protected by This Court in Mitchell, supra?

5. Where the debtor is not given any rights under state law for wrongful seizure of the property and for attorneys fees in defendimg against said wrongful seizure are the rules set out in Mitchell, Supra, being violated?
6. Are Connecticut's P. B. 427-431 and GS 52-504 so lacking in standards and definitions and controls that the State does not exercise "strict control" over the seizure within meaning of North Georgia Finishing Inc v Dechem, Inc 419 US 601.

CONSTITUTIONAL AND STATUTORY PROVISIONS

1. This cases involves a denial of procedural due process and equal protection of the laws, the fifth and fourteenth amendments to the U. S. constitution as set forth in Appendix B.
2. This cases involves Connecticut Practice Book Sections 427-431 as set forth in Appendix C.
3. This case involves Connecticut General Stature 52-504 as set out in Appndix C.

STATEMENT OF THE CASE

This action challenges the constitutionality of Conn. P.B. 427-431 and GS 52-504 permitting the seizure of private property without procedural due process and without the constitutional safeguards mandated by recent civil rights decisions of This Honorable Court.

Pursuant to the rules and law complained of;

1. The Plaintiff seized real property owned by Defendant over his protests that there was no "default"
2. Neither mortgage note nor deed contained a "waiver" of procedural due process
3. As a result of said unlawful seizure of the property about $24,000 in rent losses took place and Plaintiff proceded in "bad faith" to commence a foreclosure action claiming as grounds the "bad faith" rent losses it created.

4. After starting the foreclosure action the Plaintiff moved without any grounds set forth in the motion for a rent receiver and was granted a rent receiver under color of P.B 427-431 and GS 52-540.
5. Plaintiff was permitted to commence its rent receiver on posting a bond of $5,000 approximatly 1% of the $435,000 market value established by an expert appraiser.
6. Defendant/Petitioner was not permitted to recover the property by posting a similar $5,000 bond.
7. The Court refused to appoint a qualifed experienced person as "rent Receiver" as urged by Petitioner but instead apponnted an attorney selected by the Respondent as is the customary practice of the Conn. Saate Courts.
8. The rent receiver appointed is not "qualified" as shown in Appendix D, transcript of Federal Court holding "attorneys are not qualified to be rent receivers"

9. Under the court appointed Rent Receiver property went to great waste and value dropped $85,000 and over $20,000 in lost rents developed.
10. The state court refused to terminate the Rent Receiver on motion of Petitioner as it is the state court practice to continue receivers throughout a foreclosure action but instead made order denying Petitioner access to property.

SUBSTANTIAL REASONS FOR GRANTING THE WRIT

I. THE DECISION BELOW CONFLICTS WITH U. S. SUPREME COURT DECISIONS.

The primary thrust of Petitioners challenge to the constitutionality of Conn. P.B. 437-431 and GS 52-504 comes from a consistent line of decisons of This Honorable Court from Snaidach v Family Fiance 395 US 337 (1969) to North Georgia Finishing Inc v Dechem Inc 419 US 601 (1975). The substantial federal question raised in this Petition is identical to Snaidach and North Georgia, supra.

A. THE DECISION CONFLICTS WITH NORTH GEORGIA FINISHING INC v DECHEM INC

The Connecticut Supreme Court showed its lack of understanding under the facts of this action of the rules set forth by the UNITED STATES SUPREME COURT when it denied the Motion For Stay, Appendix A-2 & A-3 by its grounds given.....

> "the application raised no substantial federal constitutional issues"

North Georgia P 607:

> "The writ ... is issued on the affidavit of creditor or attorney and latter need not have personal knowledge of facts. The affidavit need only contain conclusory allegations"

Under the Connecticut practice no affidavit is needed but the Courts practice is to regularly grant rent receivers on motions made without any grounds being given in the motion nor any testimony taken.

North Georgia P 677:

> "The only method to dissolve the garnishment was to file a bond to protect the plaintiff creditor"

However, the Connecticut practice does not permit filing of a bond by the defendant debtor and no means exist in the statutory scheme for the defendant to regain his property no matter how unjustly seized. Indeed in this action the Petitioner in the Superior Court moved to terminate the Rent Receiver on grounds of great waste of $85,000 loss in property value and lost rents over $20,000 but was denied by the Court.

B. THE DECISIONS CONFLICTS WITH MITCHELL v W. T. GRANT CO

In 1974 This Honorable Court approved a Louisiana statutory scheme permitting the sequestration of property on grounds that the carefully drawn statutes with standards and controls provided for equal protection for creditor and debtor and met constitutional standards.

Mitchel P 619 :

> "Our conclusion is that the Louisiana standards regulating the use of the writ of sequestration are constitutional"

Some of the reasons why This Court made that decision are clearly apparent in the standards provided in the Lousiana statutes and so clearly lacking in the Connecticut rules and statutes in the Appendix.

Mitchel P 617 :

> "This control is one of the measures adopted by the state to minimize the risk that the procedure will lead to a wrong ful taking"

P 618 :

> "Louisiana law provides for an immediate hearing and dissolution of the writ unless grounds are proven"

The Connecticut rules and practice do not require any grounds to be pleaded nor to be proved but on the conclusionary demand of the

Plaintiff's attorney without any verified statements of supporting facts and without any testimony Rent Receivers are routinely appointed who seize total control of the property in question.

Mitchell P 606 :

> "Failing .. proof by creditor... the court may order return of the property and assess damages in favor of the debtor including attorneys fees"

In the Connecticut Practice it is apparent that no grounds exist for return of the property to the debtor in the rules 427-431 nor in GS 52-504 and in addition it is the routine pracice of the courts to give possession of the property to an unqualifed attorney appointed by plaintiff bank until the foreclosure is completed.

Nitchell P 600:

> "The Louisiana sequestration statute is not unconstitutional.... it protects debtor in every way.... puts property in hands of party who can protect against loss pending trial"

These carefully set out Louisiana laws are totally lacking in Connecticut as in this action when Petitioner moved to terminate the Rent Receiver on grounds that the value had depreciated $85,000 and over $20,000 in lost rents took place the Litchfield Superior Ct. denied the motion and made its order denying to Petitioner access to premises and to the tenants so that he could no longer see the waste and neglect as it developed.

C. THE DECISION CONFLICTS WITH FUENTES V SHEVLIN

In 1972 this Honorable Court held unconstitutional statutes in Florida and Pennsylvania that permitted seizure of property under "conclusionary affidavits" but permitted the defendant to recover the property by posting double bond to the value.

Fuentes v Shevlin 407 US at 68 "The contract provisions for repossession by the Seller did not amount to a waiver of procedural due process rights nor was the procedure for regaining possession indicated"

So, too, in this action arising from the State Courts of Connecticut the contract documents signed contained no waiver of constitutional due process rights and further did not indicate the method of regaining possession. Over the strong protests of Petitioner that there was no "defaut" the respondent bank proceeded to seize possession of the property and after creating about $24,000 in rent losses used the losses it created to start a foreclosure and move for appointment of a Rent Receiver.

Fuentes P 75: "Under the Florida law the officer must keep the property three days during which defendant can post his own double bond to recover his property"

The Connecticut statute is silent as to amount of bond but the Court ordered bond 1% of the market value of $435,000. Still the Connecticut law does not permit the Defdndant to recover his property by posting his own 1% bond. Thus denying equal rights.

The three prong test set out in Fuentes is violated by the Connecticut PB 427-431 & G. S. 52-504:

First - Fuentes P 97: "The Florida & Penn. statutes serve no public interest."

This same defect is true of Conn. the only issue at stake is the profits sought by Respondent bank who had been paid almost $202,000 in mortgage payments over a ten year period steadilly and substantially increasing the equity and security for bank.

Second - Fuentes P 98: "Nor do broadly drawn statutes lmmit action to situations demanding prompt action"

In Connecticut too no prompt action was needed as mortgage was paid current, insurance paid up for ten years and taxes paid current under a monthly payment plan agreed to in notarized agreement with Tax Collector.

Third - Fuentes P 98: "The statutes abdicate effective state control over state power."

In Conn. the state "acts in the dark" without any statutory standards to protect debtor.

The contract executed in Connecticut upon which the respondent bank bases itsproperty seizure and foreclosure action ia a contract of adhesion. The Defendant was under the power of the bank by reason that the contract drawn by attorneys for the bank was not available for reading until months had passed and thousands of dollars spen by Petitoner on construction with both meterial supliers and labor waiting to be paid when the complex document containimg much in ambiguity was presented for signing. If Petitioner /debtor refused to sign his losses would be enc
The Petitioner/ Debtor was under great economic pressure to accept and sign the unwieldy instrument to obtain money despirately needed to pay off construction expenses.

In Overmyer, infra, This Court defined the conditions of a contract of adhesion:

Overmeyer v Frick Co 405 US at 188 "Where the contract is one of adhesion, where there is great disparity in bargaining power... other legal consequences may ensue"

D. THE DECISION CONFLICT WITH SNAIDACH v HOUSEHOLD FINANCE

Snaidach v Family Finance 396 Us at 359 "Such summary proceedure may well meet the requirments of due process in extraordinary situations. No specual situation is presented by the facts"

In this action the only special situatuon is that over the protests of Petitioner the Respondent seized the property and caused rent losses of $20,000 which it then used as a basis for a foreclosure and for the motion made in the state court to appoint a Rent Receiver. "Bad Faith" acts by a creditor have never been recognized by this court as grounds for summary seizures.

Snaidach P 339:

> The question is not whether the Wisconsin law is a wise law or unwise law. Our concern is not what philosophy Wisconsin should or should not embrace. See *Green* v. *Frazier*, 253 U. S. 233. We do not sit as a super-legislative body. In this case the sole question is whether there has been a taking of property without that procedural due process that is required by the Fourteenth Amendment.

II. THE DECISION BELOW CONFLICTS WITH THE CONSTITUTIONAL MANDATE FOR A "MEANINGFUL" HEARING

The procedure used by the state courts of Connecticut under the skimpy direction of PB 427-431 and GS 52-504 lack fundamental requirments that this Court has in the past set out as essestial for a "meaningful" hearing.

Some of these are:

1. No grounds required in motion for receiver
2. No testimony is taken
3. No reporter is required
4. A probable cause hearing does not take place
5. Creditor may seize property on bonds as low as 1% of market value
6. No provision for Debtor to recover the property on posting same bond
7. No dermination as to who can best protect the property from losses pending litigation of claims
8. No provisions to screen "bad faith" credtor claims out
9. No safeguards in law for debtor rights
10. No opportunity to cross-examine

Fuentes v Shevlin
407 US at 80

IV

For more than a century the central meaning of procedural due process has been clear: "Parties whose rights are to be affected are entitled to be heard; and in order that they may enjoy that right they must first be notified." *Baldwin* v. *Hale*, 1 Wall. 223, 233. See *Windsor* v. *McVeigh*, 93 U. S. 274; *Hovey* v. *Elliott*, 167 U. S. 409; *Grannis* v. *Ordean*, 234 U. S. 385. It is equally fundamental that the right to notice and an opportunity to be heard "must be granted at a meaningful time and in a meaningful manner." *Armstrong* v. *Manzo*, 380 U. S. 545, 552.

It is argued that the Connecticut practice to hold hearings without grounds being given and without statutory standards requiring verfied statment of facts by one with personal knowledge to be proven at hearing is constitutionally deficient. Connecticut does not provide a "meaning ful Hearing".

Armstrong at P 550:

"Many controversies have raged about the cryptic and abstract words of the Due Process Clause but there can be no doubt that at a minimum they require that deprivation of life, liberty or property by adjudication be preceded by notice and opportunity for hearing appropriate to the nature of the case." *Mullane* v. *Central Hanover Tr. Co.*, 339 U. S. 306, at 313. "

Mullane v Central Hanover Trust
339 US at 313:

"As a minimum due process requires that deprivation of property by adjudication be proceded by opportunity for hearing appropriate to the nature of the case"

The proceedings in the state Superior Ct did not meet the standards articulated in Mullane, supra, but failed utterly to provide a hearing as to the debtor/creditor rights and remedies approved by this Court most recently in Mitchell, supra.

Mullane at 315: "Process which is a mere gesture is not due process"

In Connecticut the practice is merely a gesture toward due process consisting of a noticed hearing but the grounds are not set forth not even in a conclusionary affidavit as was rejected by This Court in Fuentes, suprs. Connecticut rules do not require a probable cause hearing nor do any standards exist to guide a court as to the hearing.

In a recent case from Connecticut This Court recognized that due process and a "meaningful" hearing is essential even in Connecticut.

Boddie v Connecticut 401 US at 372 "Due process requires an opportunity at meaningful time and in meaningful way for hearing appropriate to the nature of the case."

It is painfully apparent that Conn. BB. 427-431 and GS 52-504 with their all too skimpy language do not meet the due process test articulated in Boddie, suprs.

III. THE PROCEEDINGS IN THE STATE COURT OF CONNECTICUT VIOLATE THE ANTI-TRUST LAWS OF THE UNITED STATES

The anti-trust issues were not raised in the state courts for lack of jurisdiction as Congress limited its grant of authority to the federal courts.

15 USC 4 - "The several district courts of the United States are invested with jurisdiction to restrain violations of Sec 1-7 of this Title"

The factual background of this action as set forth in this Petition lay the groundwork for a strong case for anti-trust violations by the proceedings in the state courts as follows. First of all attorneys, not qualified in real property managment, are regularly appointed while qualified professional real estate management applicants to be Rent Receivers are rejected summarilly without coment by the State Court.

The opinion by the federal judge in Hartford included in Appendix D is most relevant to the questions whether "attorney friends" of the foreclosing bank are qualified. This Court is reminded under federal law receivers are almost never appointed as it is a felony to mismange property by a receiver appointed by a federal court. Unfortunately Conn. has no controls, standards or restraints for the operation of rent receivers.

18 USC 1911 - "Receiver wilfully fails to manage according to the requirments... shall be fined"

Second attorneys appointed by the State Courts of Connecticut ask the court for "attorneys fees" for work that is not "attorneys work" and ask up to $25 or $50 or $75. hour whereas the normal real estate managment fee in Connecticut at 5 % of the rents collected runs about 5 to 10% of the fees asked for and awarded to attorneys. Such a phenominal rise in costs runs in violent conflict with the requirments of the Clayton and Sherman Anti-Trust Acts. To the knowledge and in the experience of this Petitioner "attorney friends" of the foreclosing banks in Connecticut monomplize 100% of Rent Receiverships despite wide availability of experienced real estate managment firms.

Goldfarb v Virginia - " In the modern world
421 US at 788

> it cannot be denied that layers play an imporaant part and anticompetitive activities by lawyers exert restraint on commerce"

In Goldfarb, supra, it was held that minimum fees in real estate violated anti trust laws.

In Connecticut the momopoly held by the lawyers on Rent Receiverships causes enormous loss to Defendant/Property Owners in part due to lack of professional knowledge and experience on the parts of attorney/receivers but also in large part due to full time preoccupation with court calendars forcing the attorney/receiver to badly neglect the properties over which he has control and custody.

In this action it is claimed that in less than 6 months the attorney/receiver (appointed without experience over an available executive with a record of many years exper ence) has caused $85,000 in property depreciation and $24,000 in rent losses. These incredible losses are part of the anti-competitive costs and losses caused by Connecticut's practice which violates the anti-trust laws.

This Petitioner moved to terminate the receiver, See Appendix E, on grounds of said losses but the motion was denied and instead an order made denying Petitioner access to the property or tenants so he could not see losses.

The system used in Connecticut goes far far beyond the limits rejected by this Honorable Court in Goldfarb supra.

Goldfarb P 782: "Here a naked agrement was clearly shown and the affect on prices plain"

CONCLUSION

This Court should summarilly reverse the decison of the Connecticut Supreme Court or in the alternative probable jurisdiction should be noted.

Respectfully Submitted:

STANLEY V. TUCKER

SIDNEY A. LESLIE *v.* HELEN P. LESLIE

The plaintiff's motion to set aside the judgment of the trial court dated September 24, 1974, in the appeal from the Superior Court in New Haven County is denied.

R. William Bohonnon, for the appellant (plaintiff).

James R. Etter, for the appellee (defendant).

Argued October 4—decided October 4, 1977

HARTFORD NATIONAL BANK AND TRUST COMPANY *v.* STANLEY V. TUCKER ET AL.

The plaintiff's motion to dismiss the appeal from the Superior Court in Litchfield County is granted.

Neil E. Atlas, for the appellee (plaintiff).

Stanley V. Tucker, pro se, the appellant (named defendant).

Argued October 4—decided October 4, 1977

MOTION FOR STAY PENDING FILING PETITION FOR CERTIORARI

The Defendant, STANLEY V. TUCKER, hereby applies to the Connecticut Supreme Court for a stay of its order dismissing his appeal from the order denying his motion to declare Conn P B 427-431 unconstitutional and void. This application for a stay is made and based on Supreme Court Rule 27 and on the claim that the sections of the Conn Practice Book 427-431 are illegal and void by reason:

1. Said sections were adopted by the Justices of the Conn Su.preme Court whose powers & are limited under Conn GS 51-14 and 51-15 and do not include the authority to make rules such as GPB 427-431 affecting rights of property owners.

2. Said sections are contrary to decisions of the UNITED STATES SUPREME COURT limiting seizure of private property under color of state law.

3. Said sections are unconstitutional and void by lack of standards permitting abuse and creating a conflict within the Superior Court of Conn. as to application.

This Defendant litigated a challenge dismissed by the District Court and dismissal upheld in the Honorable Seoond Circuit Court of Appeals but reversed and remanded by the UNITED STATES SUPREME COURT in Tucker v Maher, 405 US 1052, to former attachment laws of Conn. later modified to conform to the U. S. Supreme Ct decisions.

Respectfully Sbumitted:

STANLEY V. TUCKER

NO. CAS 161

Hartford National Bank and Trust Company v. Stanley V. Tucker et al.

November 2, 1977. The application of Stanley V. Tucker, filed October 24, 1977 for a stay, pending the filing of a petition for certiorari to the Supreme Court of the United States, of the order of this court dated October 13, 1977, dismissing his appeal from the Superior Court in Litchfield County, is denied by this court, it appearing that the application raises no substantial federal constitutional issue.

Pending
Reporter of Judicial Decisions

MOTION TO DECLARE PRACTICE BOOK 427 - 431 AND CONN GS 52-504 UNCONSTITUTIONAL AND VOID

The Defendant, STANLEY V. TUCKER, moves this Court for its order declaring PB 427-431 and GS 52-504 Unconstitutional & void on grounds as follows:

1. The said sections purport to permit a court on application of a creditor to seize rents from property and make no provision for enforeement of creditor and debtor duties and rights as set forth in the Uniform Commercial Code.

2. The seizure of property or rents from property without due process of law has been prohibited by a series of decisions of the UNITED STATES SUPREME COURT and the Conn State Legislature in response enacted the Pre-Judgment Remedy Act, GS 52-278 a-m prohibiting the very type of seizure complained of.

3. Sections 427-413 and GS 52-504 are so vague and uncertain as to the intended meaning that ordinary men of average intelligence could easilly read said matter and come up with different intended meanings.

4. Sections 427-431 and GS 52-504 fail to make provisions for special conditions and strict supervision as mandated by decisions fof the UNITED STATES SUPREM COURT.

STANLEY V. TUCKER

ORDER

June 9th, 1977 Denied

s/ JUDGE SPONZO

CONSTITUTIONAL PROVISIONS

5th Amendment-

"Nor shall any person....
be deprived of property...
without due process of law.."

14th Amendment -

"Section 1. No state....
shall deprive any person..
of property.....
without due process of law"

G. S. 52-504 Complained of As Unconstitutional

§ 52-504. Application for receiver; orders of judge

When any action is brought to or pending in any court of equitable jurisdiction in which an application is made for the appointment of a receiver, any judge of such court or of the superior court, when such court is not in session, after due notice given, may make such order in the premises as the exigencies of the case may require, and may, from time to time, rescind and modify the same, and shall cause his proceedings to be certified to the court in which the action may be pending, at its next session. (1949 Rev., § 8240.)

CONN PRACTICE BOOK Sections 427-431
Complained of as Unconstitutional

Sec. 425. Receiver of Rents

Sec. 426. ——Applicability of Previous Sections

Sections 406 to 421 inclusive shall not apply to receivers of rents. (P.B. 1951, Sec. 274 [a].)

Sec. 427. ——Appointment

Every application for the appointment of a receiver of rents shall be made in or ancillary to a civil action and may be made either to the court before which such action is pending or, when the court is not in actual session, to a judge in chambers. The court or judge may examine the plaintiff or his attorney and may thereupon appoint a receiver of rents. Notice of the hearing should be given when practicable but such appointment may be made without notice if sufficient cause appears. (P.B. 1951, Sec. 274 [b].)

Sec. 428. ——Bond

No such appointment shall become effective until the receiver shall have filed a bond in such amount as shall have been fixed at the time of his appointment nor until said bond shall have been approved by the judge or clerk of the court in which the action is pending; provided, no bond need be required of a bank or trust company. The condition of bonds of such receivers shall be substantially in the following form:

The condition of this obligation is such that, whereas the above named A has by (*court or judge*) been appointed, in an action brought by X against Y, to be receiver of rents of property located in the town of and described as (*describe generally, e.g., No. 93 Maple Street*):

Now, therefore, if said A shall well and truly perform his duties under such appointment, then this obligation shall be void, otherwise in full force and effect.

(P.B. 1951, Sec. 274 [c] and [g].)

Sec. 429. ——Discharge

Any party in interest may at any time move for the discharge of the receiver. (P.B. 1951, Sec. 274 [d].)

Sec. 430. ——Orders

The court in which the action is pending, or the appointing judge, may make such orders for the governance of the receiver as circumstances require. The judge shall certify any order passed by him in chambers to the court in which the action may be pending. (P.B. 1951, Sec. 274 [e] and [h].)

Sec. 431. ——Reports

Such receivers shall file written reports quarterly and at such other times as may be required. (P.B. 1951, Sec. 274 [f].)

PARTIAL TRANSCRIPT PROCEEDINGS BEFORE JUDGE SEIDMAN IN USDC-CONN NO H 77-649 Aug 11, 1977

tTHE COURT- Well, if you can get somebody who is qualified and is willing to take the job, I'll permit you to present your application again.

MR BELZER - Who would the party be, someone who is in the nature of an attorney?

THE COURT- No I dont want an attorney to manage property.

MR BELZER - A property manager?

THE COURT - A qualified person. An attorney, in my judgment, is not qualified, in my experience, to manage property.

No 25761 : Superior Court

HNB & T Co : Litchfield County

-v- : March 9, 1976

STANLEY V. TUCKER :

MOTION FOR APPOINTMENT OF RECEIVER OF RENTS

The plaintiff in the above entitled action respectfully moves this Court to appoint a receiver of rents.

PLAINTIFF HNB & T CO

O R D E R

Granted

8/13/76

s/

MARTIN J.

OFFICE OF THE CLERK
SUPERIOR COURT FOR LITCHFIELD COUNTY
LITCHFIELD CONN.

August 18, 1976

Re: 02 57 61 HNB & T CO v Tucker et al

Gentlemen:

Judge Martin has returned the above file with the following notations: August 13, 1876

(Plaintiff's) Motion to Amend Return
Granted

(Plaintiff's) Motion to appoint Receiver of Rents
Granted
Appointed: Attorney Edward Manassee
Torrington, Connecticut

Bond $5,000

Very truly yours

s/

PAUL F. BROWN